

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

WAYNE ELLIOT,

Plaintiff,

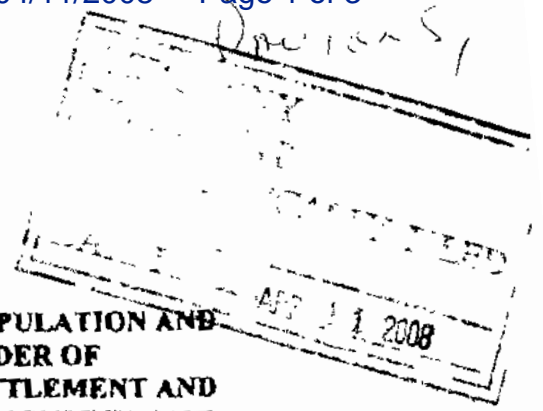
-against-

THE CITY OF NEW YORK, BRENDAN NOLAN,
Shield No. 1920, Individually and in his Official
Capacity, and P.O.s "JOHN DOE" #1-10, Individually
and in their Official Capacities, (the name "John Doe"
being fictitious, as the true names are presently
unknown).

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

07 Civ. 10701 (GBD)



WHEREAS, plaintiff Wayne Elliot commenced this action by filing a complaint on or about November 30, 2007, alleging that defendant City of New York violated his constitutional rights; and

WHEREAS, defendant City of New York has denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability,

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York agrees to pay plaintiff the total sum of FIFTEEN THOUSAND (\$15,000) in full satisfaction of all claims as against defendant, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against the City of New York and Brendan Nolan and to release the City of New York and Brendan Nolan, and any present or former employees or agents of the City of New York, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendant's attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. This Stipulation and Order contains all the terms and conditions agreed

upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
April 10 2008

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(212) 791-5396

By:



JON L. NORINSBERG

MICHAEL A. CARDOZO
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City of New York
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(212) 788-0869

By:


JORDAN M. SMITH
Assistant Corporation Counsel

SO ORDERED: ⁸⁸⁹APR 11 2008


GEORGE B. DANIELS
U.S. DISTRICT JUDGE
HON. GEORGE B. DANIELS